

PARTICIPATION AGREEMENT

BETWEEN: THE CATHOLIC CHURCH, ARCHDIOCESE OF ADELAIDE,
of 39 Wakefield Street Adelaide South Australia 5000 ("**Church**")

AND: The person whose name address and description is set out in the
schedule ("**Participant**")

BACKGROUND

- A. The Church is the ultimate controlling and operating entity of St Ann's Special School ("**School**").
- B. Certain issues and questions ("**The Issues**") have been raised by various persons in respect of events ("**Events**") which are alleged to have occurred at various times between 1986 and 1991 at the School and at other places involving a worker at the School and one or more of the students at the School.
- C. The Church has determined to inquire into the Issues and Events and subsequent dealings with the Issues and Events with the objective and for the purpose of taking its own legal advice as to its rights, legal liabilities and other obligations arising out of or in any way in connection with the Issues or Events.
- D. The Participant is a person who may have information, documents or other material which is relevant to the Issues and Events ("**Evidence**") and which will assist the Church in achieving its objective and purpose.
- E. The Participant has agreed to take part in an interview to be conducted by the lawyers for the Church for the purpose of providing any relevant Evidence to the Church.
- F. The Church and the Participant have agreed that the interview will take place subject to the following conditions.

AGREEMENT

- 1. The Participant is entitled to have (and has been encouraged by the Church to consider having) a support person or other adviser of the Participant's choosing with the Participant at the interview.
- 2. The interview will be conducted at a place nominated by the Church, but in making that nomination the Church will take into account the reasonable convenience of the Participant.

- 2 -

3. The Participant agrees that the interview may be recorded electronically (by audio tape or disc) or by notes taken by the interviewer.
4. The Participant may be asked to sign a statement prepared from the notes or electronic recording of the interview.
5. If the Participant agrees to sign a statement the Participant may be provided with a copy of the statement on terms agreed between the Church and the Participant.
6. Any statement and any notes or other recordings of any Evidence in consequence of the interview are and will remain the exclusive property of the Church.
7. The Church claims legal or other privilege in respect of any statements, amending statements, notes or other recordings of any Evidence as may be recognised by the law.
8. The Church and the Participant acknowledge and undertake mutually that any Evidence and other Statement made at the interview will be for all purposes at law without prejudice to the rights and obligations (if any) of each of them in respect of any claims which may be made by the Participant or by anyone claiming through or under the Participant in the course of the Church's Towards Healing process or in the ordinary course of any civil action against the Church or any servant or agent of the Church.
9. The Participant authorises the Church to rely on the Evidence provided by him or her for the purpose of making any public statement about the Events or Issues.
10. The Participant agrees not to bring any action against the Church or any person engaged by it for the purposes of the Inquiry in relation to the publication of any of the evidence given in the Inquiry or any comment on it.
11. The Church indemnifies the Participant against any loss, damage, costs or other awards for which the Participant might become liable as a consequence of the Church publishing the whole or any part of the Evidence.
12. In signing this agreement the Participant acknowledges that the Participant:-
 - 12.1. has been provided with a copy of this agreement so as to have had a reasonable opportunity to read and understand it;
 - 12.2. has had the opportunity to seek separate legal or other advice in respect of this agreement before signing it;
 - 12.3. has signed this agreement in reliance on either or both of the Participant's own separate advice and the Participant's own judgment;
and

12.4. has signed it without any coercion or encouragement by the Church or by any of its officers or advisers.

SIGNED as an AGREEMENT.

Dated 2002

**SIGNED for and on behalf)
of the Church)**

SIGNED by the Participant)

SCHEDULE

(Name address and description and other particulars of the Participant)

Name:

Address:

Description (occupation):

Telephone number:

Facsimile number:

e-mail address: